

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

AMENDMENT

THIS AMENDMENT to Employment Agreement is made and entered into by and between Clemson University, hereinafter referred to as "Clemson" or "University" and Chad Allen Morris, hereinafter referred to as "Coach."

WHEREAS, Clemson and Coach entered into an Employment Agreement for the period beginning January 12, 2011, and ending December 31, 2015, subject to certain terms and conditions set forth herein; and

WHEREAS, the parties mutually desire to amend the Employment Agreement consistent with the provisions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises set forth herein, the parties agree to amend Agreement as follows:

**SECTION ONE
TERM OF AGREEMENT**

Section One, Term of Agreement, is hereby amended by deleting:

"The term of this Employment Agreement shall be January 12, 2011 through December 31, 2015."

The following language shall be inserted in its place:

"The term of this Employment Agreement shall be January 1, 2012, through December 31, 2017."

**SECTION TWO
COMPENSATION**

Section Two, Compensation, is hereby amended by deleting:

"B. Supplemental Salary. Coach shall receive supplemental compensation from the University in the amount of Two Hundred Five Thousand Dollars (\$205,000) for each year of this Employment Agreement."

The following language shall be inserted in its place:

"B. Supplemental Salary. Coach shall receive supplemental compensation from University in the amount of One Million Fifty-Five Thousand Dollars (\$1,055,000) for each year of this Employment Agreement."

Section Two is further amended by adding the following language:

"h. Compensation Adjustment. In each year that Clemson ranks in the Top 5 nationally for Total Offense (FBS Subdivision) during the regular season or wins its Conference Championship, Clemson will increase Coach's compensation for the remainder of the term to a rate equal to the average of the two highest paid offensive coordinators in college football. In each year that Clemson ranks in the Top 10 nationally for Total Offense (FBS Subdivision) during the regular season, Clemson will increase Coach's compensation for the remainder of the term to a rate equal to the average of the three highest paid offensive coordinators in college football. The amount of any increase required by this provision will be calculated based on salaries as of March 1 of the year immediately following that season, beginning March 1, 2013 for the 2012 football season. Any increase required by this provision will be made to Coach's supplemental salary. This provision shall not operate to reduce Coach's compensation."

SECTION FOUR TERMINATION BY UNIVERSITY

Section Four, Termination by University, is hereby amended by deleting:

"b. Termination at the Convenience of the University. By giving written notice to Coach, the University shall have the right to terminate this employment without cause at any time. Coach agrees that any compensation remaining under this Agreement is subject to mitigation in the event Clemson terminates this Agreement."

The following language shall be inserted in its place:

"b. Termination at the Convenience of the University. By giving written notice to Coach, the University shall have the right to terminate this employment without cause at any time. Coach agrees that any compensation remaining under this Agreement is subject to mitigation in the event Clemson terminates this Agreement, unless such termination occurs on or before December 31, 2014."

Section Four is further amended by deleting:

"c. Duty to Mitigate. Notwithstanding the foregoing, Coach agrees to mitigate University's obligations to pay the foregoing payments by making diligent efforts to obtain full-time employment at a coaching position that a reasonable person within

the football coaching profession would believe to be a comparable position and comparable program as those covered under this Agreement."

The following language shall be inserted in its place:

"c. Duty to Mitigate. Notwithstanding the foregoing, and unless University terminates this Agreement on or before December 31, 2014, Coach agrees to mitigate University's obligations to pay the foregoing payments by making diligent efforts to obtain full-time employment at a coaching position that a reasonable person within the football coaching profession would believe to be a comparable position and comparable program as those covered under this Agreement."

SECTION FIVE TERMINATION BY COACH—LIQUIDATED DAMAGES

Section Five, Termination by Coach—Liquidated Damages, is hereby amended by deleting:

"Coach may terminate this Agreement by furnishing the University three (3) days written notice to accept other employment provided that liquidated damages in the amount of Fifty Thousand Dollars (\$50,000) shall be tendered to the University. Likewise Coach's act of accepting another position shall be deemed to automatically terminate this agreement and shall release the university, its employees, officers, and trustees from any obligation hereunder. Notwithstanding the foregoing, should Coach secure a position that a reasonable person within the football coaching profession would believe to be a professional advancement, or with the express written permission of the Head Football Coach and Athletic Director, said amount shall be waived. Further, should Coach not receive a written intent to renew the terms of this employment agreement at least six months prior to the expiration date, then liquidated damages shall be waived should Coach accept other employment."


The following language shall be inserted in its place:

"Coach may terminate this Agreement by furnishing the University three (3) days written notice to accept other employment. If Coach leaves to accept a position as an assistant coach or coordinator during the first three years of this Agreement, he must pay the University liquidated damages in the sum of his annual total compensation multiplied by the number of years and/or portion thereof, then remaining in this Agreement. For purposes of this Agreement, total compensation is understood to be base salary plus supplemental salary. If Coach leaves to accept a position as an assistant coach or coordinator during the final three years of this Agreement, he must pay the University liquidated damages in the sum of 25% of his annual total compensation multiplied by the number of years and/or portion thereof, then remaining in this Agreement. If Coach leaves to accept a position as a head coach, he will owe the University no liquidated damages. Likewise, Coach's act


of accepting another position shall be deemed to automatically terminate this agreement and shall release the University, its employees, officers, and trustees from any obligation hereunder."

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this
12 day of 12, 2011.

BY: 
Chad Allen Morris 12/12/11


12/12/11

CLEMSON UNIVERSITY
BY: 
Terry Don Phillips
Athletic Director

BY: 
James F. Barker
President 12/14/11